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and Cross-Defendant
CHURCH OF SCIENTOLOGY INTERNATIONAL

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

12

FOR THE COUNTY OF MARIN

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CHURCH OF SCIENTOLOGY INTERNATIONAL,)
a California not-for-profit)
religious corporation,)

Case No. 157 680

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Plaintiff,)

SEPARATE STATEMENT OF
UNDISPUTED FACTS IN
SUPPORT OF PLAINTIFF/
CROSS-DEFENDANT'S RENEWAL
MOTION FOR SUMMARY
JUDGMENT OF ARMSTRONG'S
VERIFIED AMENDED CROSS-
COMPLAINT

16

v.)

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GERALD ARMSTRONG, et al.,)

18

Defendants.)

19

Date: March 8, 1996

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Time: 9:00 a.m.

Dept: 1

21

AND RELATED CROSS-ACTIONS)

Trial Date: Vacated

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Plaintiff/Cross-Defendant Church of Scientology International
25 (the "Church") submits this statement of undisputed material facts
26 in support of the Church's Motion for Summary Judgment of Cross-
27 Complainant Armstrong's Verified Amended Cross-Complaint (the
28 "Cross-Complaint").

1 **ISSUE ONE:** The Church is entitled to summary judgment of the
2 Cross-Complaint because all of the issues alleged in the remaining
3 first cause of action for declaratory relief are either moot or not
4 ripe for judicial determination. Paragraphs 4A, 4B, 7D, 7E, 7G, 7H,
5 10 and 18D of the Mutual Release of All Claims and Settlement
6 Agreement (the "Settlement Agreement") have already been resolved
7 against Armstrong and in the Church's favor and Paragraphs 7I and
8 18E of the Settlement Agreement are not ripe for judicial
9 resolution.

10 **UNDISPUTED FACTS**

EVIDENTIARY SUPPORT

11 1. In the First Cause of
12 Action, Armstrong seeks the
13 following relief:

1. Request for Judicial
Notice, Exhibit A, Cross-
Complaint, p. 29, ¶61.

14 [A] judicial
15 determination of his
16 rights and duties, and a
17 declaration that the only
18 provisions of the
19 settlement agreement which
20 are valid are those which
21 directly pertain to the
22 dismissal of his cross-
23 complaint in Armstrong I
24 in consideration for the
payment of a sum of money,
and that paragraphs 4A,
4B, 7D, 7G, 7H, 7I, 10,
18D, 18E of the settlement
agreement should be
severed and held not to be
legally enforceable
because they were designed
to suppress evidence and
obstruct justice.

25 2. The orders of this
26 Court granting summary
27 judgment, including the Order
28 of Permanent Injunction, are

2. The Settlement Agreement,
¶¶ 7D, 7E, 7G, 7H, 10, and 18D
attached as Exhibit B to
Request for Judicial Notice;

1 orders enforcing paragraphs 7D,
2 7E, 7G, 7H, 10 and 18D of the
3 "Mutual Release of All Claims
4 and Settlement Agreement" of
5 December, 1986.

Order Granting Summary
Adjudication of the Fourth and
Sixth Causes of Action attached
as Exhibit C to Request for
Judicial Notice; Order Granting
Summary Judgment of the
Thirteenth, Sixteenth,
Seventeenth, and Nineteenth
Causes of Action attached as
Exhibit D to Request for
Judicial Notice; Order of
Permanent Injunction attached
as Exhibit E to Request for
Judicial Notice; Order Denying
Plaintiff's Motion for Summary
Adjudication of the First Cause
of Action of Armstrong's Cross-
Complaint ("Order Denying
Summary Adjudication of Cross-
Complaint") attached as Exhibit
F to Request for Judicial
Notice.

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23 3. Paragraphs 4A and 4B
24 concern an appeal which has
25 already become final, and as to
26 which no rights, duties or
27 obligations could be enforced
28 in the future.

3. The Settlement Agreement,
¶¶ 4A and 4B attached as
Exhibit B to Request for
Judicial Notice; Portions of
the Opinion of the Court of
Appeal, Second Appellate

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District, in the case of Church of Scientology of California v. Armstrong, Case No. B069450, attached as Exhibit G to Request for Judicial Notice; Order Denying Summary Adjudication of Cross-Complaint, attached as Exhibit F to Request for Judicial Notice.

4. On December 1, 1995, this Court denied the Church's motion for summary adjudication of the first cause of action for declaratory relief of Armstrong's Cross-Complaint but found that it has already determined by its previous summary adjudication orders that paragraphs 4A, 4B, 7D, 7E, 7G, 7H, 10 and 18D are enforceable and do not suppress evidence or obstruct justice.

4. Order Denying Summary Adjudication of Cross-Complainant attached as Exhibit F to Request for Judicial Notice.

5. The only actions pending between the Church and Armstrong are this consolidated action and an adversary proceeding filed by the Church

5. Declaration of Andrew H. Wilson In Support of Renewal Motion ("Wilson Decl."), ¶ 13; Declaration of Laurie Bartilson ("Bartilson Decl."), ¶ 3.

1 in Armstrong's bankruptcy
2 (collectively the "Actions").

3 6. In the Actions
4 between the Church and
5 Armstrong, the Church has never
6 tried to specifically enforce
7 paragraphs 7I and 18E of the
8 Settlement Agreement or to
9 recover damages for breaches of
10 them by Armstrong.

11 7. It is not likely that
12 the Church will seek to enforce
13 Paragraphs 7I and 18E of the
14 Settlement Agreement.

15 **ISSUE TWO:** The Church is entitled to summary judgment of the
16 Cross-Complaint because all of the issues alleged in the remaining
17 first cause of action for declaratory relief are moot. Paragraphs
18 4A, 4B, 7D, 7E, 7G, 7H, 10 and 18D of Settlement Agreement have
19 already been resolved against Armstrong and in the Church's favor
20 and Paragraphs 7I and 18E of the Settlement Agreement are not
21 designed to suppress evidence and obstruct justice.

22 The Church incorporates herein Undisputed Facts and Evidentiary
23 Support Nos. 1 to 4, supra.

24 **UNDISPUTED FACTS**

25 8. Paragraph 7I of the
26 Settlement Agreement
27 constitutes a more specific
28 expression of the parties'

6. Wilson Decl. at ¶ 13;
Bartilson Decl. at ¶ 3.

7. Wilson Decl. at ¶ 13;
Bartilson Decl. at ¶ 3.

EVIDENTIARY SUPPORT

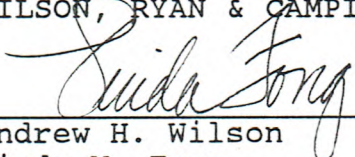
8. The Settlement Agreement,
¶¶ 4, 5, 6 and 7I attached as
Exhibit B to the Request for
Judicial Notice; see also,

1 intent, manifested in Bartilson Decl. at ¶6.
2 paragraphs 4, 5 and 6, to
3 mutually release one another
4 for damages relating to any
5 claims then pending, or
6 injuries known or unknown at
7 the time of the execution of
8 the Settlement Agreement.

9 9. Paragraphs 7I and 18E
10 do not suppress evidence and
11 obstruct justice.

9. The Settlement Agreement,
¶¶ 7I and 18E, attached as
Exhibit B to the Request for
Judicial Notice.

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13 Dated: January 19, 1996

Respectfully Submitted,
Laurie J. Bartilson
BOWLES & MOXON
WILSON, RYAN & CAMPILONGO
By: 
Andrew H. Wilson
Linda M. Fong

Attorneys for Plaintiff and Cross-
Defendant CHURCH OF SCIENTOLOGY
INTERNATIONAL

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